



## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning(A) Manner of Provisioning

- (1) Provision of this service is subject to the availability and operational limitations of the equipment and associated facilities. (S)

- (2) FRS requires the use of customer provided equipment which must be compatible with the Telephone Company's equipment and facilities and must conform to industry standards and specifications as outlined in Southwestern Bell Telephone Company Frame Relay Interface Specifications and Service Features technical publication TP 76642. (S)

It shall be the responsibility of the customer to ensure the continuing compatibility of the customer provided equipment that is used in conjunction with the FRS.

- (3) The Telephone Company will provision FRS up to and including the network interface. The network interface specifications are set forth in the Bellcore High Capacity Digital Service Channel Interface Specification Technical Reference TR-NPL-000055.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(A) Manner of Provisioning (Cont'd)

## (3) (Cont'd)

The placement of the network interface shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise and agreed to by the Telephone Company.

- (4) The Telephone Company will provision FRS to support industry standards for the User-to-Network Interface (UNI) and in suitably equipped wire centers, the Network-to-Network Interface (NNI).

The UNI is provided using standard frame relay signaling protocols to facilitate the interconnection of customer provided equipment (CPE) at a customer location and the Telephone Company frame relay network. The UNI is available at bandwidths of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, 1.536 Mbps and 42 (N)  
(N) Mbps.

The NNI is provided using standard frame relay signaling protocols to facilitate the interconnection of a customer frame relay network and the Telephone Company frame relay network. The NNI is available, where facilities permit, at 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, 1.536 (N)  
(N) Mbps and 42 Mbps.

- (5) The Telephone Company will provision Committed Information Rate (CIR) rate enforcement on each Logical Link, or permanent virtual circuit. CIR is the bit rate at which the FRS network commits to transfer data under normal conditions.
- (6) When the customer requires the modification of standard service components not otherwise provided in this tariff, the modification may be furnished by the Telephone Company as specified in Section 12 (Specialized Service or Arrangements).

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(A) Manner of Provisioning (Cont'd)

- (7) The Telephone Company undertakes the responsibility (T)  
to maintain and repair the service which it  
furnishes. However, the customer, upon request,  
shall furnish such information as may be required to  
permit the Telephone Company to maintain the FRS and  
to assure that the service arrangement is in  
compliance with the regulations contained in this  
section. The customer shall be responsible for  
service maintenance, as specified in 13.3.2  
(Maintenance of Service), when no trouble is found  
in the Telephone Company facilities.
- (8) Network equipment installed by the Telephone Company (T)  
on the customer's premises shall be and remain the  
property of the Telephone Company. The customer or  
user may not rearrange, disconnect, remove, attempt  
to repair, remote test or interface with any network  
equipment installed by the Telephone Company without  
prior written consent by the Telephone Company.
- (9) The customer shall be responsible for obtaining (T)  
permission for the Telephone Company agents or  
employees to enter the premises of the customer at  
any reasonable hour for the purpose of installing,  
inspecting, repairing or, upon termination of the  
service, removing the service components of the  
Telephone Company.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(A) Manner of Provisioning (Cont'd)

- (10) Where FRS is used in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with the FRS offered by the Telephone Company. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of the Telephone Company employees or the public; damage, harm, require change in or alteration of the equipment or other services of the Telephone Company; interfere with the proper operation of the Telephone Company equipment; or otherwise injure the public in its use of the Telephone Company services. Upon notice from the Telephone Company that the equipment provided by the customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference. (T)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(B) Ordering Specifications and Provisions

- (1) The customer may access Frame Relay Service via a FRS Access Link, or the customer may utilize a MegaLink Data Service or High Capacity Service as specified in Section 7 (Special Access Service). When the customer utilizes a MegaLink Data Service or High Capacity Service to access the FRS network, the regulations, rates and charges as specified in Section 7 will apply in addition to the rates and charges associated with FRS.

When a customer utilizes a MegaLink Data Service or High Capacity Service in lieu of the FRS Access Link, the FRS Access Link nonrecurring charge or monthly rate will not apply. However, all other rates and charges normally associated with the ordering, installing and provisioning of the FRS as specified in this Section will apply.

- (2) When a customer utilizes a Special Access Service Multiplexed Services, the Multiplexed Services Connection is ordered in lieu of the Access Link. The nonrecurring charge or monthly rate for the Access Link will not apply; however, all other rates and charges normally associated with the ordering, installing and provisioning of the FRS, e.g., Ports and Logical Links, will be applicable.

The Multiplexed Services Connection is only available for connection to Special Access Multiplexed Services. The regulations, rates and charges for the Special Access Multiplexed Services will apply in addition to the rates and charges associated with FRS. (S)

(S)

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ACCESS SERVICE

14. Packet Service (Cont'd)

14.2 Frame Relay Service (FRS) (Cont'd)

14.2.3 Service Provisioning (Cont'd)

(B) Ordering Specifications and Provisions (Cont'd)

- (3) The Access Link or Multiplexed Services Connection must be associated with a Port.

The Access Link, Multiplexed Services Connection and the Port must all be ordered with the same bandwidth speed.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(B) Ordering Specifications and Provisions (Cont'd)

- (4) The Logical Link must be associated with any two Ports. The Logical Link must be ordered at a bit rate equal to the lower bit rate of the two associated end-user Ports.
- (5) The Logical Links are provisioned with customer-selected Committed Information Rates (CIRs). The customer must indicate a CIR preference at the time the Logical Link is ordered. CIR options are available at 0, 4 and n\*8 Kbps. The CIR cannot exceed the bit rate of the Logical Link. Logical Links purchased prior to October 31, 1994 will have a CIR set equal to the bit rate of the Logical Link. The customer will be allowed to change the CIR of the Logical Links ordered prior to October 31, 1994 without incurring a charge.

The following maximum number of Logical Links may be provided at the designated FRS port speeds:

<u>FRS Port Speed</u>	<u>Maximum Number of Logical Links</u>	
56 Kbps	20	(C)
64 Kbps	20	
128 Kbps	40	
256 Kbps	80	
384 Kbps	120	
512 Kbps	160	
768 Kbps	240	(C)
1.536 Mbps	250	
42 Mbps	500	(N)

- (6) When multiple Logical Links are associated with one FRS Port, the sum of the CIRs on those Logical Links cannot exceed three times the bit rate of the FRS Port. This condition is referred to as oversubscription and when oversubscription occurs, there can be no guarantee that the bandwidth defined for any of those Logical Links will be available.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(B) Ordering Specifications and Provisions (Cont'd)

- (7) A customer ordering an Access Link or Multiplexed Services Connection and Port will be referred to as the Controller of the Access Link or Multiplexed Services Connection and Port. Logical Links provide a two-way connection from one FRS Port to another. The Logical Link will be associated with and billed for with one of the FRS Ports, referred to as the Controlling Port. When a customer subscribing to a Logical Link is not the Controller of both FRS Ports associated with it, the Telephone Company may require the permission of both Controllers in order to establish the Logical Link.

Logical Links are ordered and billed independently of FRS Ports, and can have different customers as Controllers. FRATM SI Logical Links may be ordered independently of the FRS ports or ATM ports and can have different customers as controllers. A request by one customer to disconnect one component does not result in the disconnection of associated components. Only the Controller of an Access Link or Multiplexed Services Connection and Port may authorized a disconnect of that Access Link or Multiplexed Services Connection and Port. (N)

- (8) When a customer requests a Logical Link between the Telephone Company's FRS location and a frame relay location served by an independent exchange telephone company within the same LATA, the Inter-Network Additive is applied on each Logical Link. (N)

Inter-Network Additive must be ordered at a bit rate equal to the bit rate of the associated Logical Link.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(B) Ordering Specifications and Provisions (Cont'd)

- (9) The CNM SNMP MIB feature is associated with and accessed via the CNM Access Service - SNMP Port as described in 18.3 (Customer Network Management (CNM) Service). (S) (Y)  
(S) (X)  
(S) (X)
- (10) Customer-provided network management terminal equipment (e.g., a workstation), meeting specifications as set forth in TP 76642, must be used to access the CNM SNMP MIB feature. The customer must register with the Telephone Company an IP address for each customer-provided workstation designated to access the CNM SNMP MIB feature. (S) (Y)
- (11) For the CNM SNMP MIB feature, the customer may register with the Telephone Company up to a maximum of three customer-provided workstations. The three registered workstations may be associated with one, or more, CNM Port(s). (S) (Y)
- (12) Service furnished to one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is no lapse in service and the service is assumed exactly as provided to the previous customer. The new customer must assume all the obligations of the previous customer. Such transfers are subject to any applicable rates and charges as set forth in 14.2.4 (Rates Regulations). (S) (Y)  
(S) (Y)
- (13) FRS is ordered under the provisions specified in Section 5 (Ordering for Access Service). Also included in that section are charges associated with ordering FRS. (S) (Y)

(X) Reissued material is filed under the authority of Special Permission No. 97-306 of the F.C.C. and is deferred until November 11, 1997.

(Y) Reissued material is scheduled to become effective on November 11, 1997.

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## ACCESS SERVICE

14. Packet Service (Cont'd) (C)14.2 Frame Relay Service (FRS) (Cont'd) (N)14.2.3 Service Provisioning (Cont'd)(C) Limitations

- (1) The Telephone Company does not undertake to originate data, but offers the use of its service components, where facilities permit, to customers for the purpose of transporting customer originated data.
- (2) The responsibility of the Telephone Company shall be limited to furnishing network equipment suitable for FRS and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Telephone Company shall not be responsible for the through transmission of signals generated by the customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.
- (3) The Telephone Company shall not be responsible for error correction. Error correction is the responsibility of the customer's Frame Relay compatible terminal equipment. FRS switches may discard frames with errors. They may also discard frames when the network supporting FRS is in a state of congestion. Congestion control and recovery mechanisms are as set forth in the Southwestern Bell Telephone Company Frame Relay Interface Specifications and Service Feature technical publication TP 76442. (N)(x)

(x) New material is filed under authority of Special Permission No. 93-301 of the F.C.C.

Material and revised material previously appearing on this page now appears on 1st Revised Page 14-67.

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## ACCESS SERVICE

14. Packet Service (Cont'd) (C)14.2 Frame Relay Service (FRS) (Cont'd) (N)14.2.3 Service Provisioning (Cont'd)(C) Limitations (Cont'd)

(4) The Telephone Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Telephone Company is not responsible for adapting FRS to the technological requirements of any specific customer equipment.

(5) The Telephone Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Telephone Company used in the provision of FRS render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Telephone Company has met any applicable information disclosure requirements otherwise required by law. (N)

Material and revised material previously appearing on this page now appears on 1st Revised Page 14-68.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.3 Service Provisioning (Cont'd)(D) Allowance for Service Interruption

The Telephone Company will administer its network to insure the provision of an acceptable service levels to all users of the Telephone Company FRS. Service levels are considered acceptable when the service provides an average performance of at least 99.0 percent error free seconds up to the demarcation point (network interface) of the channel for operation at all transmission speeds offered by this tariff. When FRS is operating at an error performance level that is unsatisfactory to the customer, and the Telephone Company determines that the error performance level is below that specified above, the period of substandard performance will be considered as an interruption of service.

In the event of an interruption of service, the customer will be granted a credit allowance in conjunction with the regulations specified in 2.5.6 (Credit Allowance for Service Interruptions). Any credit allowance shall be based on the time of notice by the customer or user to the Telephone Company that an unsatisfactory performance level has occurred, provided that the customer promptly releases the service as requested by the Telephone Company to perform testing and maintenance. No credit allowance will be made for interruption due to the negligence and/or failure of equipment provided by the customer or user. Furthermore, interruptions of service during any period in which the Telephone Company is not afforded access to the premises at which service is terminated will not receive a credit allowance. (T)

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ACCESS SERVICE

14. Packet Service (Cont'd)

14.2 Frame Relay Service (FRS) (Cont'd)

14.2.3 Service Provisioning (Cont'd)

(D) Allowance for Service Interruption (Cont'd)

When the Telephone Company FRS terminates at a central office multiplexer and trouble is found to be in the Telephone Company facilities associated with the Multiplex Services, a credit allowance for service interruptions to the Multiplexed Services will apply as specified in 2.5.6 (Credit Allowance for Service Interruptions).

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ACCESS SERVICE

14. Packet Service (Cont'd)

14.2 Frame Relay Service (FRS) (Cont'd)

(S)

(S)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations

(S)

This section contains the specific regulations governing the rates and charges which apply for Frame Relay Service (FRS).

There are two types of rates and charges that apply to the various rate elements for FRS. These are monthly recurring rates and nonrecurring charges.

Specific rates and charges are set forth in 14.4 (Rates and Charges). Jurisdictional reporting requirements are set forth in 2.4 (Jurisdictional Reports).

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)

(S)

(A) Rate Elements

The following are the various rate elements for FRS:

(1) Access Link

The Access Link rate element provides the facilities from the customer's network interface to the FRS Network.

(2) Multiplexed Services Connection

The Multiplexed Services Connection rate element provides for the ongoing interconnection from a Port to Special Access Multiplexed Services for DS3-to-DS1 and DS1-to-DS0 arrangements. The Multiplexed Services Connection rate element is applied in lieu of the Access Link.

(3) Port

The Port rate element provides the physical entry point for the Access Link or Multiplexed Services Connection into the FRS Network.

(4) Logical Link

The Logical Link rate element provides for the permanent virtual circuit, a logical channel, that establishes the two-way connection from one Port, and its associated Access Link or Multiplexed Services Connection, to another.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)(A) Rate Elements (Cont'd)(5) Inter-Network Additive

The Inter-Network Additive rate element provides for the Logical Link connection between a Telephone Company's Controlling Port location and another independent exchange telephone company frame relay location which is outside the Controlling Port territory but within the same LATA.

(6) Miscellaneous FeatureCNM SNMP MIB

The CNM SNMP MIB rate element provides for the functions necessary to allow read-only access to historical information contained in the CNM SNMP database on the customer's FRS network faults, configuration information and performance monitoring from a single customer-provided workstation.

(7) Frame Relay to ATM Service Interworking (FRATM SI)

The FRATM SI rate element provides for the PVC that establishes the two-way communication between a FRS Port and an ATM Port.

(N)  
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(N)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)

(S)

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. Nonrecurring charges are applicable for installation of the service, change to an existing service (e.g., each requested change in the transmission speed or for a new rate element at a new transmission speed) and service rearrangement.

In order to receive the benefits associated with ordering multiple Access Links or Multiplexed Services Connections, the following criteria must be met:

- Same Access Service Order
- Same Application for Service Date
- Same Due Date
- Same Billing Account Number (BAN)
- Same Customer Designated Premises

In order to receive the benefits associated with ordering multiple Logical Links, the following criteria must be met:

- Same Access Service Order
- Same Application for Service Date
- Same Due Date
- Same Billing Account Number (BAN)
- Same controlling Port.

An Access Order Charge may be applicable as specified in 5.2 (Access Order).

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)

(S)

(B) Nonrecurring Charges (Cont'd)(1) Access Link

A nonrecurring charge applies for the installation of each Access Link. This charge is applied on a first and additional basis for each transmission speed ordered. If a customer orders multiple Access Links, the first Access Link is assessed the "first" charge. Each subsequent Access Link is assessed the "additional" charge.

A Port rate element must be applied with each Access Link.

(2) Multiplexed Services Connection

A nonrecurring charge applies for the installation of each Multiplexed Services Connection between the central office based multiplexer and an associated Port. This charge is applied on a first and additional basis for each transmission speed ordered. If a customer orders multiple Multiplexed Services Connections, the first Multiplexed Services Connection is assessed the "first" charge. Each subsequent Multiplexed Services Connection is assessed the "additional" charge.

A Port rate element must be applied with each Multiplexed Services Connection.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)

(S)

(B) Nonrecurring Charges (Cont'd)(3) Port

A nonrecurring charge applies for the installation of each Port that is associated with an Access Link or a Multiplexed Services Connection.

(4) Logical Link

A nonrecurring charge applies for the establishment of each Logical Link or change to the CIR on an existing Logical Link. This charge is applied on a first and additional basis for each transmission speed ordered. If a customer orders multiple Logical Links or changes to the CIR on multiple Logical Links, the first Logical Link is assessed the "first" charge. Each subsequent Logical Link is assessed the "additional" charge.

(S)

(S)

(5) Miscellaneous Feature

(S)

(a) CNM SNMP MIB

A nonrecurring charge applies for the installation of each CNM SNMP MIB feature associated with a customer-provided workstation.

(b) Network Modification Charge

A nonrecurring charge applies each time the customer requests the Telephone Company to establish the customer IP address or modify their CNM SNMP database. This charge is applied on a per request basis.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(B) Nonrecurring Charges (Cont'd)(6) Service Rearrangements (S)

Service Rearrangements are changes to existing services which do not result in either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination at the customer's premises or the customer's end user's premises.

Changes which result in (1) the establishment of new minimum period obligations, or (2) the physical location of the point of termination are treated as a discontinuance of the existing service, and an installation of a new service and all applicable nonrecurring charges will apply.

A change in the customer of record (i.e., existing FRS is provided and billed to a different entity) is considered a service rearrangement when the new customer assumes liability for all current and prior charges for the service(s) and has complied with the regulations and conditions specified in 2.2.1 (Assignment and Transfer of Facilities). An Access Order Charge will apply when a change of customer name or a change in billing data (name, address, contact name, or telephone number) is requested in conjunction with a change in the customer of record as described in 5.3.1 (Access Order Charge).

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14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)(B) Nonrecurring Charges (Cont'd)(6) Service Rearrangements (Cont'd)

Certain service rearrangements which are administrative in nature as specified in 7.2.4 (Nonrecurring Charges - Service Rearrangements) will be made without charge except as noted. Provisions for service rearrangements for which nonrecurring charges will apply are also set forth in 7.2.4.

Nonrecurring charges specified in 7.4 (Miscellaneous Rates and Charges - Service Rearrangement Charge) will apply on a per link basis.

(7) Frame Relay to ATM Service Interworking (FRATM SI) (N)

A nonrecurring charge is applicable when FRATM SI is added to existing FRS and ATM Cell Relay services. There will not be a charge when ordering new FRS and ATM Cell Relay services. The nonrecurring charge is applied per Access Service Order. (N)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)

(S)

(C) Monthly Rates

Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

Monthly recurring rates apply to the following rate elements.

(1) Access Link

A monthly rate applies for each Access Link installed from the customer's network interface to a corresponding Port.

A Port rate element must also be applied with each Access Link.

(2) Multiplexed Services Connection

A monthly rate applies for each Multiplexed Services Connection between the Telephone Company central office based multiplexer and an associated Port.

A Port rate element must also be applied with each Multiplexed Services Connection.

(3) Port

A monthly rate applies for each Port that is associated with an Access Link or Multiplexed Services Connection.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(C) Monthly Rates (Cont'd)(4) Logical Link

A monthly rate applies for each Logical Link that connects one Port, and its associated Access Link or Multiplexed Services Connection, to another.

(5) Inter-Network Additive (S)

A monthly rate applies to each Logical Link established to interconnect a Controlling Port location to another independent exchange telephone company frame relay location which is outside the Controlling Port territory but within the same LATA. (S)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)(C) Monthly Rates (Cont'd)(6) Miscellaneous FeatureCNM SNMP MIB

A monthly rate applies per customer-provided workstation designated to access the CNM SNMP MIB feature.

FasTrak View-CNM

A monthly rate applies per customer requested group of ports for access to the network management service option of FRS. This rate element may be ordered from Section 18.3 (Customer Network Management (CNM) Service).

(7) Frame Relay to ATM Service Interworking (FRATM SI)

A monthly rate applies for each FRATM SI PVC that connects one FRS Port to an ATM Port.

(N)

(N)

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One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

14. Packet Service (Cont'd)

14.2 Frame Relay Service (FRS) (Cont'd)

14.2.4 Rate Regulations (Cont'd) (S)

(S)

(S)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)(D) Minimum Period

Frame Relay Service is provided for a minimum period of one month. When service is disconnected prior to the expiration of the minimum period, monthly charges are applicable for the balance of the minimum period.

If service is disconnected after the minimum period, monthly charges will be based on the actual number of days the service is furnished. In order to determine the charges for a fractional portion of a month, every month is considered to have 30 days.

(E) FRS Term Pricing Plan(1) General

FRS Term Pricing Plan (FRS-TPP) provides the customer with rate stabilization and discounted tariff rates. The FRS-TPP provides for either a three year, five year or seven year service period (Initial Service Period) for rate stabilization.

FRS-TPP monthly rates will be exempt from Telephone Company initiated rate increases throughout the selected service period. Should the Telephone Company increase its rates during the FRS-TPP period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under FRS-TPP.

Decreases in FRS-TPP monthly recurring tariff rates will be passed on to customers who participate in a FRS-TPP.

Except for the FRS Port, FRS-TPP Services cannot be used in conjunction with services provided under Section 7 (Special Access Service) High Capacity Term Pricing Plan (HC-TPP) or Optional Payment Plan (OPP), or Section 20 (MegaLink Custom Service).

(N)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)(E) FRS Term Pricing Plan (Cont'd)(2) Services Available Under FRS-TPP

A customer may elect to participate in FRS-TPP for the following rate elements as described in 14.2.4(A) Rate Elements:

- Access Link
- Multiplexed Services Connection
- Port
- Logical Link
- Inter-Network Additive

(3) Terms and Conditions

- (a) The customer must specify the length of the Initial Service Period at the time the service is ordered.
- (b) Ports must have the same FRS-TPP service period as the associated Access Link or Multiplexed Services Connection.
- (c) Inter-Network Additive must have the same FRS-TPP service period as the associated Logical Link.
- (d) FRS rate elements may be ordered under monthly or any FRS-TPP service period rates. For example, the customer may select an Access Link and Port at the three year service rate plan and the Logical Links under the monthly rate.
- (e) When the FRS-TPP Port is used in conjunction with service provided under Section 7 (Special Access) HC-TPP or OPP, or Section 20 MegaLink Custom Service and the HC-TPP, OPP or MegaLink Custom circuit is disconnected, moved or their term pricing plan expires, the FRS-TPP Port must remain associated with another HC-TPP, OPP, MegaLink Custom or FRS-TPP circuit. (N)

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)

(S)

(E) FRS Term Pricing Plan (Cont'd)

(S)

(4) Changes to Pricing Plans

At any time, the customer may request existing FRS provided on a monthly rate basis to be converted to a FRS-TPP.

Prior to the expiration of the Initial Service Period or Extended Service Period, as described in 14.2.4(E)(5) (Renewal), the customer may convert existing FRS-TPP services to a new FRS-TPP Initial Service Period without incurring termination charges provided the new Initial Service Period is equal to or greater than the original Initial Service Period.

(S)

Example: A customer with an existing 56 Kbps three year FRS-TPP could covert to a new 56 Kbps three year or five year FRS-TPP at any time without incurring termination charges.

Example: A customer with an existing 56 Kbps five year FRS-TPP requests to convert to a 56 Kbps three year FRS-TPP. This request would be treated as a discontinuance of the existing five year FRS-TPP and termination charges would apply.

If a customer requests existing FRS-TPP service to be converted to a monthly rate basis at any time prior to the expiration of the Initial Service Period or Extended Service Period, the request will be treated as a discontinuance of service and termination charges will apply.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)

(S)

(E) FRS Term Pricing Plan (Cont'd)

(S)

(5) Renewal

The customer may elect to renew the FRS-TPP Initial Service Period for one additional 12 month service period (Extended Service Period) at the rates under the original FRS-TPP Initial Service Period.

The customer must provide the Telephone Company with a written notice of intent to renew an existing FRS-TPP Initial Period no later than 90 days prior to the expiration of the Initial Service Period.

If the customer elects not to renew the FRS-TPP or does not notify the Telephone Company of its intent to renew, the customer's service will automatically be billed under the tariffed monthly rates in effect at the time the FRS-TPP Initial Service Period expires.

At the end of an Extended Service Period, the customer's service will automatically be billed under the tariffed monthly rates in effect at the time the Extended Service Period expires unless the customer negotiates a new FRS-TPP Initial Service Period or terminates service.

(6) Upgrade in Service

A customer may upgrade FRS-TPP service to a higher FRS transmission speed (e.g. 56 Kbps FRS to 384 Kbps or 1.536 Mbps FRS; or 384 Kbps FRS to 1.536 Mbps FRS); or other Telephone Company services of equal or greater transmission speed (e.g. 56 Kbps FRS to 56 Kbps MegaLink Data Service or 384 Kbps FRS to 1.544 Mbps High Capacity Service) without incurring termination charges provided all of the following conditions are met:

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(E) FRS Term Pricing Plan (Cont'd) (S)(6) Upgrade in Service (Cont'd)

- the new service is provided solely by the Telephone Company,
- the new service is provided to the same customer location as the discontinued service. For Logical Links, the service must be provided between the same two locations,
- the customer's request for disconnect of the existing service and the request for new service are received at the same time,
- the customer's disconnect order for the existing service references the new connect order for the new service,
- for FRS at a higher transmission speed, the new service must establish a new FRS-TPP Initial Service Period effective on the service date, and
- for other Telephone Company services at equal or greater transmission speed, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.

In the event an order to upgrade service does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.

The monthly rates for the new services will be those in effect at the time the service is changed. All nonrecurring charges associated with service installation will apply to the new service.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(E) FRS Term Pricing Plan (Cont'd) (S)(7) Moves to New Location(a) Same Transmission Speed

A customer with an existing FRS-TPP service may move the existing service to a new location, or move and change the FRS to another Telephone Company service without incurring termination charges provided all of the following conditions are met:

- the new service is provided solely by the Telephone Company,
- the customer's request for disconnect of the existing and the request for new service are received at the same time,
- the customer's disconnect order for the existing service references the new connect order for the new service,
- the due date of the new connect order must be within 120 days of the due date of the disconnect order,
- the new service has a transmission speed equal to the transmission speed of the service being disconnected,
- for Logical Links, the move must be associated with the move of one or more associated Ports.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(E) FRS Term Pricing Plan (Cont'd) (S)(7) Moves to New Location (Cont'd)(a) Same Transmission Speed (Cont'd)

- for FRS, the new service maintains the existing Initial Service Period at the new location or establishes a new Initial Service Period equal to or greater than the original Initial Service Period at the old location,
- for other Telephone Company services, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.

(b) Upgrade in Transmission Speed

A customer with an existing FRS-TPP service may move the service to a new location and upgrade to a higher FRS transmission speed, or move and upgrade to another higher speed Telephone Company service without incurring termination charges provided all of the following conditions are met:

- the new service is provided solely by the Telephone Company,
- the customer's request for disconnect of the existing and the request for new service are received at the same time,
- the customer's disconnect order for the existing service references the new connect order for the new service,

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(E) FRS Term Pricing Plan (Cont'd) (S)(7) Moves to New Location (Cont'd)(b) Upgrade in Transmission Speed (Cont'd)

- the due date of the new connect order must be within 120 days of the due date of the disconnect order,
- the new service has a transmission speed greater than the transmission speed of the service being disconnected,
- for Logical Links, the move must be associated with the move of one or more associated Ports,
- for FRS at a higher transmission speed, the new service establishes a new FRS-TPP Initial Service Period effective on the service date,
- for other Telephone Company services, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.

In the event an order to move service provided under FRS-TPP does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.

Except as noted above, the monthly rates for the new service will be those in effect at the time the service is changed. All nonrecurring charges associated with the establishment of the new service will apply.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd)(E) FRS Term Pricing Plan (Cont'd)(8) Rate Applications(a) Nonrecurring Charges

For FRS-TPP Service, the nonrecurring charge associated with the FRS Access Link, Multiplexed Services Connection, Port and Logical Link rate elements, as listed in 14.4.2, will be waived for FRS three, five and seven year TPP orders through December 31, 1999. (C)

If the customer chooses to convert an existing service provided on a monthly rate basis to a FRS-TPP or convert an existing service provided on a FRS-TPP to another FRS-TPP, only the Access Order Charge as set forth in 5.3.1 (Access Order Charges) will apply.

If the customer chooses to convert an existing service provided on a FRS-TPP to a monthly rate basis and has had the service for one year or more, only the FRS Access Order Charge, as set forth in Section 5 (Ordering for Access Service) will apply. However, FRS-TPP termination charges may also apply.

If the customer chooses to convert an existing service provided on a FRS-TPP to a monthly rate basis and has had the service for less than one year, the nonrecurring charge associated with the FRS Access Link, Multiplexed Services Connection, Port and Logical Link rate elements, as listed in 14.4.2, and the FRS Access Order Charge, as set forth in Section 5, will apply. FRS-TPP termination charges may also apply.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(E) FRS Term Pricing Plan (Cont'd) (S)(8) Rate Applications (Cont'd)(b) Termination Charges

Customers requesting to discontinue services provided under a FRS-TPP, prior to the expiration of the Initial Service Period, will incur termination charges as follows: (S)

<u>FRS-TPP Service Period</u>	<u>Termination Percentage</u>	
3 Years	50%	
5 Years	50%	
7 Years	50%	(S)

The termination charge for an Initial Service Period will be calculated as follows:

(Billed                      Months                      )                      Termination  
(monthly x                      remaining in                      ) x                      percentage  
(rate                      service period)

= Termination charge.

Example: A customer with a \$1,000 FRS-TPP monthly rate terminates service with 5 months remaining in a 3-Year service period. The termination charge would be calculated as follows:

$$(\$1,000 \times 5) \times .50 = \$2,500$$

The termination charge would be \$2,500.

In the event service is discontinued prior to the expiration of an Extended Service Period, termination charges will apply.

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## ACCESS SERVICE

14. Packet Service (Cont'd)14.2 Frame Relay Service (FRS) (Cont'd)14.2.4 Rate Regulations (Cont'd) (S)(E) FRS Term Pricing Plan (Cont'd) (S)(8) Rate Applications (Cont'd)(b) Termination Charges (Cont'd)

The termination charge for an Extended Service Period will be calculated as follows:

Number of months used of Extended Service Period	x	(Current Monthly Rate)	-	(FRS-TPP Monthly Rate)
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Example: A customer with a \$1,000 FRS-TPP monthly rate extends the FRS-TPP for an additional 12 months, then terminates service at the end of the 4th month of the Extended Service Period. The current monthly tariffed rate is \$1,200. The termination charge will be calculated as follows:

$$4 \times (\$1,200 - \$1,000) = \$800$$

The termination charge would be \$800.

If Special Construction applied for the service being terminated, associated termination charges, as described in 5.2.6(C) (Special Construction) may apply.

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ACCESS SERVICE

14. Packet Service (Cont'd)

14.2 Frame Relay Service (FRS) (Cont'd)

(S) (x)

14.3 Reserved for Future Use

(S) (x)

(S) (y)

(x) Reissued material withdrawing a portion of Transmittal No. 2646 is scheduled to become effective on August 28, 1997.

(y) Reissued material is filed under authority of Special Permission No. 97-262 of the F.C.C. and is deferred until November 11, 1997.

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